



ITEM NO. 4

## STAFF REPORT

DATE: OCTOBER 4, 2011  
TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ROD FOSTER, CITY MANAGER  
PREPARED BY: AMER JAKHER, PUBLIC WORKS & UTILITY SERVICES DIRECTOR  
SUBJECT: BUS SHELTER SERVICES AGREEMENT WITH OMNITRANS

### RECOMMENDED ACTION

It is recommended that the City Council authorize execution of an Agreement with Omnitrans for the services and maintenance responsibility of Bus Shelters within the City of Colton.

### GOAL STATEMENT

The proposed action will support the City's goal to improve beautification and safety.

### BACKGROUND

Omnitrans is a public transportation agency within the San Bernardino County. They provide public mass transportation for the entire San Bernardino Valley. The agency was established in 1976 through a Joint Powers Agreement, which includes 15 cities and portions of the unincorporated areas of San Bernardino County. The City of Colton is one of the members of the Joint Powers Authority.

Currently, bus shelters in the City of Colton are being maintained by Omnitrans, however, there is no agreement in place between the two agencies. These bus shelter locations receive weekly maintenance that includes graffiti abatement and trash removal within 15 feet of the radius of the bus stop. In addition to the regular weekly maintenance, the bus shelters are pressure washed once a month.

### ISSUES/ANALYSIS

Approval of the proposed agreement will engage Omnitrans to administer a more comprehensive program for passenger amenities at current and future bus stop zones such as construction, erection, installation, maintenance, cleaning, and repair of bus shelters, and the sale, placement and maintenance of advertising panels on such bus shelters. Omnitrans will provide, at a minimum, two (2) advertising panels within the City's boundaries for the City's use for public

service announcements. Per discussion with Omnitrans' staff, four (4) additional bus shelters will be installed on the following locations upon approval of this agreement: three (3) bus shelters along La Cadena Dr. (two in City Hall area and one adjacent to Stater's Bros. parking lot) and one bus shelter along O St. at 10<sup>th</sup> St. intersection.

#### **FISCAL IMPACTS**

None. Omnitrans will be solely responsible for the maintenance and other related expenses for the maintenance of bus shelters.

#### **ALTERNATIVES**

1. Provide alternative direction to staff.

#### **ATTACHMENTS**

Exhibit A – Bus Shelter Services Agreement

## **EXHIBIT A**

# **CITY OF COLTON**

## **BUS SHELTER SERVICES AGREEMENT**

### **1. Parties and Date**

This Bus Shelter Services Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Colton, a California municipal corporation organized under the laws of the State of California with its principal place of business at 650 N. La Cadena Drive, Colton, CA 92324 ("City") and Omnitrans, a California Joint Powers Authority, with its principal place of business at 1700 West Fifth Street, San Bernardino, CA 92411 ("Omnitrans"). City and Omnitrans are also referred to herein individually as "Party" and collectively as "Parties".

### **2. Recitals**

#### **2.1 Purpose**

- 2.1.1.** Omnitrans is a provider of public mass transportation for the entire San Bernardino Valley, and has the professional ability to administer programs to construct and maintain bus shelters, and implement passenger amenities programs in cities. Omnitrans represents that it is experienced in providing such services to public clients and is generally familiar with the plans of City.
- 2.1.2.** The Parties recognize that upgraded, well-maintained shelters at bus stop locations in the City benefit City residents, the City's business community and transit riders region wide.
- 2.1.3.** The Parties desire that by this Agreement Omnitrans shall have the exclusive right and responsibility to provide bus stop amenities and in exchange to receive all revenue from such amenities.

#### **2.2. Program**

City desires to engage Omnitrans to administer a comprehensive passenger amenities program, consisting of the construction, erection, installation, maintenance, cleaning, and repair of bus shelters, and the sale, placement and maintenance of advertising on such bus shelters at current and future bus stops throughout the City as set forth in this Agreement ("Program").

### **3. Terms**

#### **3.1. Scope of Services and Term**

- 3.1.1. General Scope of Services.** The City grants to Omnitrans the right to administer the Program at current and future bus stop zones throughout the City, at such individual bus shelters as agreed upon pursuant to Section 3.1.8 of this Agreement. Omnitrans promises and agrees to furnish all labor, materials, tools, equipments, services, and incidental and customary work necessary to fully and adequately supply the construction and maintenance services in connection with the Program ("Services") at current and future bus stop zones within the City. Omnitrans may use contractors or subcontractors to perform such Services.

- 3.1.2. **Bus Shelters.** Omnitrans shall ensure that bus shelters in the City are constructed in accordance with all applicable Americans with Disabilities Act ("ADA") guidelines. One or more of the following three types of shelters, constructed by Tolar Manufacturing Co., Inc., Corona, California, or shelters of a substantially similar design and quality shall be used in this agreement: (1) 13-foot shelter, model no. 13ALD48-PM; (2) 17-foot shelter, model no. 17ALS48-PM; and (3) 17-foot narrow footprint shelter, model no. 17ALD40-PM. The type of shelter to be used for each location shall be determined by mutual agreement of the parties. Examples of the shelter types to be used are more particularly described and pictured in Exhibit "A", attached hereto and hereby incorporated by reference.
- 3.1.3. **Maintenance and Cleaning.** Omnitrans shall wash all shelters within the City not less than once per month, clean the 15' radius of the shelters not less than once a week, and clean the benches not less than once per week. Omnitrans shall maintain, repair, and service all bus shelters in a manner that maintains a clean, neat, safe, and orderly condition for all bus shelters.
- 3.1.4. **Amenities - Waste Receptacles.** Omnitrans shall place and maintain at least one (1) trash receptacle at all existing and future amenity locations, emptying such waste receptacle(s) at least once per week or upon notification that such waste receptacle(s) is full, clean such receptacle(s) at least once per month, and add trash receptacle(s) as required by law or in Omnitrans' discretion.
- 3.1.5. **Relocation or Removal.** The City, in its sole and absolute discretion, and at its expense, may require the relocation or removal of any existing bus shelter if the physical surroundings or use of the bus shelter poses a threat to the public health or safety. In such case, Omnitrans shall be responsible for arranging for such relocation or removal. In all other cases, Omnitrans in its sole discretion and expense may remove and/or relocate any bus shelter for its operational convenience. Any new location shall be determined by the parties in accordance with Section 3.1.8.
- 3.1.6. **Advertising/Public Service Announcements.** Omnitrans shall provide, at a minimum, two (2) advertising panels within the City's boundaries for the City's use for public service announcements. In the event that the City requests more than two (2) advertising panels, Omnitrans may, in its sole and absolute discretion, make available to the City unused advertizing panels available to Omnitrans.
- 3.1.7. **Advertising Content** Omnitrans shall not permit, under any circumstances, any advertisements that: violate any federal, state, county, or local regulation, law, code, or ordinance; are or can be construed to be false, misleading, deceptive, or clearly defamatory;

violate or can be construed to violate any local community standards including, without limitation, obscenity or pornography; advocate any unlawful action; promote alcohol, tobacco, or sexual products or services; or contain words or illustrations that can be construed as a traffic control device or symbol. All advertisements that contain content or have a presentation that violates the standards of this section or are otherwise objectionable, as so deemed by either Omnitrans or the City, shall be removed from affected bus shelters within forty-eight (48) hours of notification from either Omnitrans or the City, regardless of prior approvals, and at Omnitrans (or its contractor's) sole expense. In allowing advertisements on bus shelters, Omnitrans and the City in no way intend to designate such bus shelters as a public or designated public forum. It is the intent of Omnitrans and the City that bus shelters constitute a non-public forum or, in the alternative, private property.

**3.1.8. Approval by City.** Omnitrans and the City shall mutually agree upon bus shelter locations. No bus shelter shall be constructed, installed, or placed without first obtaining City consent and all other necessary approvals and permits from the City and any other person having ownership or jurisdiction of the bus shelter location.

**3.1.9. Duty to Inform Public.** Omnitrans shall make every practicable effort to inform the community of its' responsibilities for maintenance of the shelters, and of the mechanisms in place for the public to report problems concerning the bus shelters. At minimum, Omnitrans shall place in a conspicuous place at each bus shelter, a telephone number that the public may call to report problems concerning bus shelters.

**3.1.10. Term.** The term of this Agreement shall be from the date of execution of this Agreement through and until December 31, 2014, unless earlier terminated, as provided herein.

## **3.2. Responsibilities**

**3.2.1. Control and Payment of Subordinates; Independent Contractor.** The Services shall be performed by Omnitrans' or its selected contractor(s), or any other subcontractor(s) under such contractor's direct supervision (collectively, the "Contractor"). Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor shall be an independent contractor and not an employee of Omnitrans or City. Omnitrans and its Contractor retain the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Omnitrans or its Contractor shall at all times be under the direction

and control of either Omnitrans or its Contractor. If Services are performed by such Contractor, Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Further, Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance, and Contractor shall additionally be solely responsible for the payment of all costs, expenses and liabilities due to any subcontractor. Omnitrans shall require Contractor to execute contracts for the benefit of the City and Omnitrans pursuant to all the terms of this Agreement, including, but not limited to, the inclusion of the indemnity and insurance provisions contained herein, and agreeing to the release of the City from all costs, expenses and liabilities arising from Contractor's performance of the Services.

**3.2.2. Conformance to Applicable Requirements.** All work performed by Contractor in connection with this Agreement shall be subject to the City's ordinances.

**3.2.3. Substitution of Key Personnel.** Omnitrans has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Omnitrans may substitute other personnel of at least equal competence. The key Omnitrans personnel for performance of this Agreement shall be the Omnitrans Director of Marketing, or his or her designee.

**3.2.4. City's Representative.** The City hereby designates the City's Director of Public Works and Utility Services, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all proposed work under this Agreement. Omnitrans shall not accept direction or orders from any person other than the City's Representative or his or her designee.

**3.2.5. Omnitrans' Representative.** Omnitrans hereby designates the Omnitrans Stops and Stations Supervisor, to act as its representative for the performance of this Agreement ("Omnitrans' Representative"). Omnitrans' Representative shall have the authority to represent and act on behalf of Omnitrans for all purposes under this Agreement. Omnitrans' Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures for the satisfactory coordination of all portions of the Program and Services under this Agreement.

**3.2.6. Coordination of Services.** Omnitrans agrees to work with City staff in the performance the Program and Services, and each party's representative shall be available to the other at reasonable times with reasonable notice.

**3.2.7. Insurance.**

**3.2.7.1. Minimum Requirements.** Omnitrans shall require that its Contractor, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Contractor, its subcontractors, Omnitrans, its agents, representatives, employees or contractors. Omnitrans shall also require the Contractor to include contract provisions requiring that all subcontractors of the Contractor shall procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

**3.2.7.2. Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The City shall be named as an additional insured for all such coverage, and shall be provided with applicable endorsements as more particularly described below.

**3.2.7.3. Minimum Limits of Insurance.** Coverage shall be a least: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The City shall be named as an additional insured for all such coverage, and be provided with applicable endorsements as more particularly described below.



**3.2.8. Insurance Endorsements.** The insurance policies shall contain the following provisions, or Omnitrans or its Contractor shall provide endorsements on forms supplied or approved by the City, to add the following provisions to the insurance policies:

**3.2.8.1. General Liability.** The general liability policy shall be endorsed to state that: (1) the City, and Omnitrans, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City and Omnitrans, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's or any subsequent contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Omnitrans or the City, or their directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's or any subsequent contractor's insurance and shall not be called upon to contribute with it in any way.

**3.2.8.2. Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) Omnitrans, the City, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor; and (2) the insurance coverage shall be primary insurance as respects Omnitrans and the City, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor scheduled underlying coverage. Any insurance or self-insurance maintained by Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers shall be excess of the Contractors insurance and shall not be called upon to contribute with it in any way.

**3.2.8.3. Worker's Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor, or any other contractor or subcontractor performing work pursuant to this Agreement.

- 3.2.8.4. **All Coverage's.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Omnitrans and the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Omnitrans or the City, their directors, officials, officers, employees, agents and volunteers.
- 3.2.9. **Separation of Insured's; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Omnitrans or the City, its directors, officials, officers, employees, agents and volunteers.
- 3.2.10. **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to Omnitrans and the City. The Contractor shall guarantee that the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers.
- 3.2.11. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less A-VII, licensed to do business in California.
- 3.2.12. **Verification of Coverage.** The Contractor shall furnish to Omnitrans original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms satisfactory to Omnitrans. The City reserves the right to require complete copies of all required insurance policies, at any time.
- 3.3. **Compensation.** Omnitrans shall receive no monetary compensation or reimbursement from the City for the Program and the Services rendered under this Agreement. Except as provided elsewhere in this Agreement, the Program and Services are to be provided at no cost to the City. Omnitrans and the City acknowledge that all advertising revenue generated by the bus shelters shall be the property of Omnitrans and is sufficient consideration for the performance of Omnitrans' obligations hereunder.
- 3.4. **General Provisions**
- 3.4.1. **Termination of Agreement.**
- 3.4.1.1. **Grounds for Termination – Breach.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement, for breach of this Agreement, by

providing a written Notice of Termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Such Notice of Termination may only be provided if the party alleging the breach has provided written notice to the breaching party of the alleged breach, and the breaching party has been provided at least thirty (30) days to cure such breach.

**3.4.1.2. Effect of Termination – Breach.** If this Agreement is terminated by either Party, for breach of this Agreement, either Party may pursue any remedies available to it, at law or in equity.

**3.4.1.3. Grounds for Termination – Without Cause.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement, without cause, by providing a written Notice of Termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

**3.4.1.4. Effect of Termination – Without Cause.** If this Agreement is terminated by the City without cause, the City shall compensate Omnitrans for the advertising revenue that Omnitrans would have earned had the Agreement not been terminated early. City shall pay Omnitrans the average annual income received per year over the two years prior to the effective termination date for every year remaining in the contract term in a lump sum. Upon the payment of such compensation, City may require Omnitrans to remove, at Omnitrans' sole cost and expense within thirty (30) days from notification, all shelters installed by Omnitrans pursuant to this Agreement. Upon termination, the ownership of any shelters not ordered removed by the City shall revert to ownership and control by Omnitrans. If this Agreement is terminated by Omnitrans without cause, Omnitrans shall, at the option of the City, either: (i) remove, at Omnitrans' sole cost and expense within thirty (30) days from notification, all shelters installed by Omnitrans pursuant to this Agreement; or (ii) continue the responsibilities in Sections 3.1 for each and every bus shelter remaining in the City for as long as such bus shelter remains in the City. Either the City or Omnitrans may pursue any other remedies, at law or in equity, if a party terminates this Agreement without cause.

**3.4.2. Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Omnitrans: Omnitrans  
1700 West Fifth Street  
San Bernardino, CA 92411  
Attn.: Director of Marketing

City: City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324  
Attn.: City Manager

Such notice shall be deemed made when personally delivered or when mailed, twenty-four (24) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 3.4.3. Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.4.4. Attorney's Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, neither Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 3.4.5. Indemnification.** Omnitrans shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of Omnitrans, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of, the Program, Services or this Agreement. City shall defend, indemnify and hold Omnitrans, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of City, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of, the Program, Services or this Agreement.

- 3.4.6. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.4.7. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.
- 3.4.8. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- 3.4.9. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties
- 3.4.10. **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Omnitrans include all personnel, employees, agents, and contractors of Omnitrans, except as otherwise specified in this Agreement. All references to City include its officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.4.11. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.4.12. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppels, or otherwise.
- 3.4.13. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.4.14. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.4.15. **Prohibited Interest.** Omnitrans maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Omnitrans, to solicit or secure this Agreement. Further, Omnitrans warrants that it has not paid nor has it agreed to pay any company or person, other than a

bona fide employee working solely for Omnitrans, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

**3.4.16 Equal Opportunity Employment.** Omnitrans represents that it is an equal opportunity employer and it shall not discriminate against any contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Omnitrans shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.4.17 Labor Certification.** By its signature hereunder, Omnitrans certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.4.18 Authority to Enter Agreement.** Omnitrans has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**3.4.19 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.4.20 Assignment**

**3.4.20.1** Omnitrans shall have the right to assign all or part of this Agreement only upon written consent of the City, which consent shall not be unreasonably withheld.

**SIGNATURE PAGE TO BUS SHELTER SERVICES AGREEMENT**

**CITY OF COLTON**

A California Municipal Corporation

**OMNITRANS**

A California Joint Powers Authority

By: \_\_\_\_\_  
Sarah S. Zamora  
Mayor

By: \_\_\_\_\_  
Milo Victoria  
CEO/General Manager

Dated:

Dated:

**ATTEST**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney